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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION RECEIVED

DEC 13 2004

In the matter of:

Shirley Jackson
(Your Full Name)
COMPLAINANT

PSC Consumer Services

Case 2005-00006

VS.

Dialog Comm.
(Name of Utility)
DEFENDANT

COMPLAINT

The complaint of Shirley Jackson
(Your Full Name) respectfully shows:

(a) _____
(Your Full Name)

(Your Address)

(b) _____
(Name of Utility)

(Address of Utility)

(c) That: Shirley Jackson entered into a valid contract
(Describe here, attaching additional sheets if necessary.)

(oral) with Dialog Communications for the procure-
ment of UNLIMITED long distance & local calling
for the price of \$160 dollars per month. Oral contracts
are valid and enforceable - as much so as written
the specific act, fully and clearly, or facts that are the reason
and basis for the complaint.)

Continued on Next Page

Formal Complaint

_____ vs. _____

Page 2 of 2

contracts - when the four basic elements of a contract are met. These four elements have been met. ① offer + acceptance. An offer was made by Dialog communication for UNLIMITED local + long distance telephone calls. Shirley Jackson accepted. ② Consideration - consideration is anything of value exchanged between two parties (continued on attached sheet)

Wherefore, complainant asks _____

(Specifically state the relief desired.)

Dated at Mayfield, Kentucky, this 6th day
(Your City)

of Dec. 6, 192004
(Month)

Shirley Jackson
(Your Signature)

(Name and address of attorney, if any)

- Complaint Continued -

In this case, the consideration was money exchanged between Shirley Jackson & Dialog; in which Dialog has electronically drafted full payment from Mrs. Jackson's checking account. She has paid Dialog a total of \$5 mo. + \$66.00 since entering into a contract with Dialog on September 7, 2004.

③ The third element of a valid contract is competent parties. Mrs. Jackson is of sound mind and it can be assumed that Dialog Communications cannot claim to be an incompetent party.

④ The final element is legal purpose, which only means that no part of the contract can be against the law. It is legal in the state of Kentucky to procure telephone service from any Local Exchange Carrier of their choice.

In conclusion, if Dialog Communications does not intend to offer their customers UNLIMITED local and long distance calling, then the word Unlimited must not be used. Dialog should offer plans similar to Cellular Telephone companies in which plans are sold by the minutes, or place a limit and tell each customer what that limit will be.

Before the Public Service Commission

(Insert name of complainant))
Complainant)
) No. _____)
) (To be inserted by)
Shirley Jackson vs) the secretary)
(Insert name of each defendant))
Defendant)

Dialog Comm COMPLAINT

The complaint of (here insert full name of each complainant) respectfully shows:

- (a) That (here state name, occupation and post office address of each complainant).
- (b) That (here insert full name, occupation and post office address of each defendant).

(c) That (here insert fully and clearly the specific act or thing complained of, such facts as are necessary to give a full understanding of the situation, and the law, order, or rule, and the section or sections thereof, of which a violation is claimed).

WHEREFORE, complainant asks (here state specifically the relief desired).

Dated at Lex. Co, Kentucky, this _____ day
of _____, 19 2004.

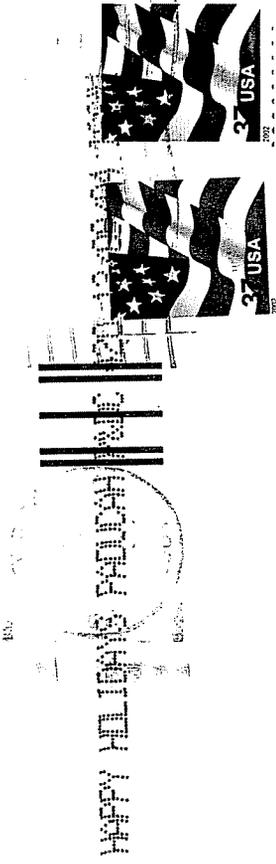
Shirley Jackson
(Name of each complainant)

(Name and address of attorney,
if any)

Shirley Jackson

1201 Sunnyfield Dr.

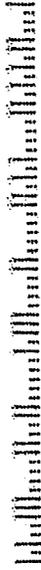
Maryland, D.C. 22066



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